

DRAFT

**FINDING OF SUITABILITY TO TRANSFER
(FOST)**

**Charles Melvin Price Support Center (CMPSC)
Granite City, Illinois**

**Parcel E
(Exception Area 12)**

March 2016

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1. PURPOSE

The purpose of this Finding Of Suitability to Transfer (FOST) is to document the environmental suitability of a certain parcel of property (hereinafter called the “Property”) at the Charles Melvin Price Support Center (CMPSC), Granite City, Illinois for transfer to America’s Central Port (ACP), a/k/a, Tri-City Regional Port District (TCRPD), consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. The Property will be assigned to the Maritime Administration (MARAD) of the Department of Transportation. MARAD will transfer the Property to ACP in accordance with Section 2833 - Land Conveyance, Charles Melvin Price Support Center, IL of the National Defense Authorization Action for Fiscal Year 2001 (Public Law 106-398). In addition, the FOST includes the CERCLA Notice, Covenant, and Access Provisions and other Deed Provisions and the Environmental Deed Provisions necessary to protect human health or the environment after such transfer.

2. PROPERTY DESCRIPTION

The Property consists of approximately 4 acres, which includes two buildings and 1 acre of undeveloped land. The Property is identified as the following area: Parcel E, a/k/a. Exception Area 12 – 4.43 acres. Building 231 was a former electronic maintenance shop/commissary and Building 232 was used as administrative office space. The Property was previously used for industrial/commercial activities and is intended to transfer for like-use activities as part of the development or operation of a port facility as set forth in ACP’s reuse plan, dated 17 February 2001. A site map and legal description of the Property is attached (Enclosure 1).

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the Property was made based upon the Revised Final Environmental Baseline Survey (EBS), dated September 6, 2000; the Final Cleanup of Firing Ranges at Building 231, dated April 12, 2004; the Final Sampling and Analysis Results Building 231 Sampling Activities, dated August 17, 2004; the Final Phase III Supplemental Environmental Baseline Survey (SEBS), dated March 2008; the Final Focused Remedial Investigation (FRI) Report, dated June 28, 2012; the Final Decision Document, dated 21 August 2013; and the Environmental Condition of Property Report Update, dated 18 September 2014, and recertified 16 February 2016. The information provided is a result of a complete search of agency files during the development of these environmental surveys. A

complete list of documents providing information on environmental conditions of the Property is attached (Enclosure 2).

4. ENVIRONMENTAL CONDITION OF PROPERTY

The DoD Environmental Condition of Property (ECP) category for the Property is as follows:

- ECP Category 4: Parcel E (Building 231), Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

A summary of the ECP category definitions is provided in Table 1 – Description of Property (Enclosure 3).

4.1. ENVIRONMENTAL REMEDIATION SITE

There was one remediation site located on the Property. A summary of the environmental remediation site is as follows:

Parcel E, a/k/a. Exception Area 12 – Based upon sample results from previous investigations, a Focused Remedial Investigation (FRI, June 2012) was conducted to evaluate the soil, groundwater, and soil gas for volatile organic compounds (VOCs), and VOCs were detected above the Site Screening Levels (SSLs) at Building 231. A removal action was performed from August 2010 to January 2011 utilizing Soil Vapor Extraction (SVE). After completion of SVE activities, 10 soil samples at two depths were taken with 10 samples having TCE concentrations that exceeded the soil to groundwater component SSL of 60 ug/kg (0-3 ft bgs, 7 samples, ranging from 180 – 7990 ug/kg and 3-6 ft bgs, 3 samples, ranging from 122 – 3160 ug/kg). All other VOCs detected in the soil were below their respective SSLs. VOCs have also been detected in groundwater. The last two groundwater sampling events in April 2015 and June 2015 have resulted in six sample locations (6.5 – 44.7 ug/L) under Building 231 having TCE concentrations that exceed the SSL of 5 ug/L, and one chloroform sample (0.32 J ug/L) exceeded the SSL of 0.2 ug/L. Therefore, the current groundwater monitoring network has reasonably defined the extent of VOC groundwater contamination. Investigation results also showed that after the SVE removal action, soil gas had been reduced by one order of magnitude in the most contaminated areas. Soil vapor intrusion is not a current concern, as the twelve inch concrete building slab serves as an effective protective barrier. Indoor air samples collected for VOCs throughout the building were well below the SSLs.

The property was not remediated to levels suitable for unrestricted use. The response action is to reduce, to acceptable levels, the risk associated with identified VOCs (TCE, PCE, cis-1,2-DCE, VC, and chloroform) by reducing pathways for human exposure to contaminants by implementing Land Use Controls (LUCs) and long-term groundwater monitoring. The following activity and use limitations applicable to the site will be implemented through an Environmental Covenant pursuant to the Illinois Uniform Environmental Covenants Act (UECA):

a. Residential Use Restriction. The Property may be used only for the development and operation of a port facility for the use and benefit of the public; no residential use shall be permitted. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in kindergarten through grade 12.

b. Groundwater Restriction. No access to or use of the ground water underlying the Property may be made for any purpose other than monitoring wells required as part of an Illinois EPA or USEPA approved response activity. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA.

c. Intrusive Activities Restriction and Maintenance and Repair of Structural Barrier. The soil and soil vapor beneath the concrete slab in the northwest portion of Building 231 on the Property is contaminated as described above. Said concrete slab is hereinafter referred to as "Structural Barrier". The Structural Barrier must remain in place, and the Owner shall inspect, maintain, and repair the Structural Barrier in order to minimize soil vapor inhalation exposure pathways. No excavation, drilling, construction, maintenance, alteration, repair, removal, or other intrusive activities affecting the Structural Barrier on the Property may be undertaken without the prior written approval of the proposed work plan by the Agencies.

d. Worker Safety and Notice Requirements. The Owner shall notify all persons performing any intrusive activities affecting the Structural Barrier and/or removing any material or modifying any groundcover within the Property (consisting of asphaltic pavement, concrete, and vegetative cover) that the soil and ground water beneath it is or may be contaminated and shall require such persons to don the appropriate personal protective equipment for the contaminants of concern and/or potentially contaminated soil. All such activities, including the handling and/or disposal of any contaminated material, shall be performed in accordance with 40 C.F.R. Part 261 and other applicable laws and regulations in order to reduce the possibility of human contact with contaminated soil and/or ground water.

(Land Use Controls Work Plan, December 2014). A summary of the environmental remediation site is provided in Table 2 – Notification of Hazardous Substance, Storage, Release, or Disposal (Enclosure 4).

4.2. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

Hazardous substances were stored for one year or more and were released or disposed of on the property in excess of reportable quantities specified in 40 CFR Part 373. All hazardous substance storage operations have been terminated on the property. Hazardous substances were released in excess of the 40 CFR 373 reportable quantities at Building 231. The release or disposal of these hazardous substances was remediated at the time of release or as part of the Installation Restoration Program (IRP). See Section 4.1 Environmental Remediation Site for additional information. A summary of the areas in which hazardous substance activities occurred is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4). The CERCLA 120(h) (3) Covenant and Notice at Enclosure 6 will be included in the Deed.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

4.3.1. UNDERGROUND AND ABOVE-GROUND STORAGE TANKS (UST/AST)

Current UST/AST Sites – There are no underground and/or above-ground petroleum storage tanks (UST/AST) on the property.

Former UST/AST Sites: There was one underground petroleum storage tank (UST) on the Property. The 300-gallon heating oil tank at Building 231 has been removed. There is no evidence of petroleum releases from the site. A closure report was submitted to the U.S. Army Aviation and Missile Command in June 2001. As indicated in the report, the Illinois Office of the State Fire Marshall determined that no further action was necessary, as no release had taken place.

A summary of the UST petroleum product activity is provided in Table 3 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 5).

4.3.2. NON-UST/AST STORAGE, RELEASE, OR DISPOSAL OF PETROLEUM PRODUCTS

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on the Property.

4.4. POLYCHLORINATED BIPHENYLS (PCB)

There is no evidence that PCB-containing equipment is located or was previously located on the Property.

4.5. ASBESTOS

The property contains friable and non-friable asbestos or asbestos-containing material (ACM). The property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM.

There is asbestos-containing material (ACM) in Building 231. The ACM includes: pipe insulation, transite boards, and flex connectors. See Asbestos Inspection Report, Beling Consultants, Inc., December 1989, for additional information. The ACM does not currently pose a threat to human health or the environment because all friable asbestos that posed an unacceptable risk to human health has been removed or encapsulated (Revised Final EBS, 2000 and Final Clean-up of Firing Ranges at Building 231, 2004). The deed will include an asbestos warning and covenant (Enclosure 6).

4.6. LEAD-BASED PAINT (LBP)

Building 231 is known or presumed to contain lead-based paint (LBP). See EBS, Tetra Tech, 2000 for additional information. The property was not used for residential purposes and the transferee does not intend to use the property for residential purposes in the future.

4.7. INDOOR FIRING RANGES:

The following buildings are known to contain lead-contaminated dust from a former indoor firing range. Lead-contaminated dust was remediated to concentrations below [either 200 or 40 µg/ft²]. See enclosure 4 for additional information.

4.8 RADIOLOGICAL MATERIALS

There is no evidence that radioactive material or sources were stored or used on the Property.

4.9. RADON

There were no radon surveys conducted on the Property. However, the Army conducted radon testing in 50 buildings on CMPSC in 1988 and 1989, and short-term radon screening in 20 buildings in 1996. Radon was not detected above the USEPA residential action level of 4.0 picocuries per liter (pCi/L).

4.10. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

Based on a review of existing records and available information, there is no evidence that Munitions and Explosives of Concern (MEC) are present on the Property. There is no record of munitions-related activities or MEC being discovered on the property. The term “MEC” means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

4.11. OTHER PROPERTY CONDITIONS

The following conditions also exist on the property: lead contamination at the former electroplating area. Wipe samples were collected for metal analysis from the former electroplating area and two firing ranges in the basement of Building 231. Results indicated that lead exceeded the criteria of 200 micrograms per square foot in the firing ranges and at one sample location above the dropped ceiling in the former electroplating area (PRI 2001). TTEMI conducted lead decontamination in the firing ranges and above the dropped ceiling in the former electroplating area using D-Lead All Purpose Cleaner and D-Lead Wipe Towels. D-Lead Detection System was utilized to ensure all areas were below the clean-up level of 200 micrograms per square foot (TTEMI, April 2004).

5. ADJACENT PROPERTY CONDITIONS

There are no conditions adjacent to the property that present an unacceptable risk to human health or the environment.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

There are no environmental remediation orders or agreements applicable to the Property. The deed will include a provision reserving the Army's right to conduct remediation activities if necessary in the future (Enclosure 6).

7. REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region V, Illinois Environmental Protection Agency (IEPA), and the public were notified of the initiation of this FOST. Regulatory/public comments received during the public comment period will be reviewed and incorporated, as appropriate. A copy of the regulatory/public comments and the Army Response will be included at Enclosures 7 and 8.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the Property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The Environmental Assessment for the Transfer of Charles Melvin Price Support Center dated October 10, 2001, examined reuse of the Property for uses that are compatible with those currently and historically established at CMPSC. The resultant Finding of No Significant Impact was approved by the Commanding General, U.S. Army Aviation and Missile Command on February 25, 2002. There were no encumbrances or conditions identified in the NEPA analysis as necessary to protect human health or the environment.

9. FINDING OF SUITABILITY TO TRANSFER

Based on the information above, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the property is transferable under CERCLA §120(h) (3). In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions in the attached Environmental Protection Provisions that shall be included in the deed for the Property. The deed will include the CERCLA 120(h) (3) Notice, Covenant and Access Provisions and Other Deed Provisions. Finally, the hazardous substance notification (Table 2) shall be included in the deed as required under the CERCLA Section 120(h) and DOD FOST Guidance.

THOMAS E. LEDERLE
Chief
Base Realignment and Closure Division

Date: _____

8 Enclosures

Encl 1 - Site Map of Property and Legal Description

Encl 2 - List of Environmental Documents

Encl 3 - Table 1 - Description of Property

Encl 4 - Table 2 - Notification of Hazardous Substance Storage, Release, or Disposal

Encl 5 - Table 3 - Notification of Petroleum Product Storage, Release, or Disposal

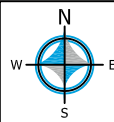
Encl 6 - Environmental Deed Provisions

Encl 7 - Regulatory/Public Comments

Encl 8 - Army Response

ENCLOSURE 1

SITE MAP



DESIGNER:
Michael Rowlen

PROJECT:
GIS Mapping System

DATE:
December 19, 2008

SHEET:
001 of 001

Charles Melvin Price Support Center (CMPSC)
Parcel E: CMPSC-002

LEGEND

Area To Be Transferred

1" = 1054'



Tri-City Regional Port District
1635 West First Street
Granite City, Illinois 62040
Office: (618) 877-8444
Fax: (618) 452-3402
www.tricityport.com



EXCESS AREA
PORTION OF TRACT A

CHARLES M. PRICE SUPPORT CENTER
MILITARY RESERVATION
MADISON COUNTY, ILLINOIS

LAND DESCRIPTION

Situate in the State of Illinois, County of Madison, being a part of Section Twenty Three (23), Township Three (3) North, Range Ten (10) West of the Third Principal Meridian, and being more particularly described as follows:

Commencing at an iron pipe with cap at the intersection of the south right-of-way line of Chicago Avenue and the west right-of-way line of Cedar Street; thence,

North $78^{\circ} 52' 29''$ West, 1629 feet, more or less, to a point 25.00 feet east of the centerline of Seventh Street and 25.00 feet south of the centerline of "R" Street, being the Point of Beginning; thence with a line 25.00 feet south of and parallel to said centerline of "R" Street

Easterly 90.00 feet to a point; thence with a deflection of 90° to the right

Southerly 654 feet, more or less, to a point 25.00 feet north of the centerline of the service road for Building No. 231; thence with a line 25.00 feet north of and parallel to the centerline of said service road

Westerly 492 feet, more or less, to a point 25.00 feet east of the centerline of said Seventh Street; thence with a line 25.00 feet east of and parallel to said centerline of Seventh Street

Northeasterly 768 feet, more or less, to the Point of Beginning, containing 4.43 acres, more or less.

11 April 2014, DAJ

ENCLOSURE 2

ENVIRONMENTAL DOCUMENTATION

Author	Title
Beling Consultants, Inc.	Asbestos Inspection Report, Commissary Building 231, Prepared under Contract DACA27-89-D-0010. December 1989.
ECC	Final Focused Remedial Investigation Report, CMPSC, Parcel E-002 Building 231, Granite City, Illinois. Prepared under Contract W91ZLK-05-D-0009. June 2012
ECC	Final Land Use Controls Work Plan, CMPSC, Parcel E (Building 231), Granite City, Illinois. Prepared under Contract W91ZLK-05-D-0009. December 2014
ECC	Final Focused Feasibility Study, CMPSC, Parcel E (Building 231), Granite City, Illinois. Prepared under Contract W91ZLK-05-D-0009. June 2012
ECC	Final Decision Document, Former Charles Melvin Price Support Center, dated August 2013
EMR, Inc.	Final Phase III Supplemental Environmental Baseline Survey for Charles Melvin Price Support Center (CMPSC), Granite City, Illinois. Prepared for U.S. Army Corps of Engineers, Kansas City District. March 2008.
Envirodyne Engineers, Inc.	Final Environmental Contamination Survey of the St. Louis Area Support Center (SLASC), Granite City, Illinois. Prepared for U.S. Army Toxic and Hazardous Materials Agency, Report No. DRXTH-AS-CR-83238. August 1983.
Environmental Solutions, Inc.	Analytical Results Regarding Radon Screening at CMPSC. 22 February 1996.
Illinois State Historical Preservation Office	Historical and Cultural Records Review Response, Building 231, Commissary, dated 18 November 2015, reflecting “no historic properties are affected”.
Markman and Associates, Inc.	A Cultural Resources Survey of Approximately 200 Acres at the CMPSC, Granite City, Madison County, Illinois. April 1996.
Tetra Tech, Inc.	Revised Final Environmental Baseline Survey for CMPSC, Granite City, Illinois. Prepared for U.S. Army Aviation and Missile Command (AMCOM). 6 September 2000.
Tetra Tech, Inc	Letter, subject: Contract No. DAAA08.94.D.0007: Delivery Order No. 0065, Charles Melvin Price Support Center (CMPSC), Underground Storage Tank (UST) No. 22 Removal at Building 231. June 15, 2001.

Author	Title
Tetra Tech, Inc.	Final Environmental Assessment for the Transfer of CMPSC, Madison County, Illinois. Prepared for AMCOM. 10 October 2001.
Tetra Tech, Inc.	Cleanup of Firing Ranges at Building 231, CMPSC, Granite City, Illinois. April 2004.
Tetra Tech, Inc.	Sampling and Analysis Results, Building 231 Sampling Activities, CMPSC, Granite City, Illinois. August 2004.
U.S. Army Corps of Engineers	Environmental Condition of Property Report Update, Charles Melvin Price Support Center, dated September 2014, recertified February 2016
U.S. Army Environmental Hygiene Agency.	Industrial Radiation Study No. 27-43-E3DA-094, Charles Melvin Price Support Center, Granite City, Illinois. Aberdeen Proving Ground, MD. 7 October 1994.
U.S. Army Toxic and Hazardous Materials Agency.	Installation Assessment of the SLASC. Report No. 175. October 1980.
Woodward-Clyde Consultants.	An Archeological Overview and Management Plan for the SLASC, Madison County, Illinois. Final Report No. 35. 1 April 1985.

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	FRI Parcel Designation	ECP	Remedial Actions
Building 232 (390 sq ft)	Parcel E	1	None.
Approximately 4.43 acres (consisting of parking areas and approximately one acre of undeveloped land) and Building 231 (60,000 sq ft)	Parcel E	4	<p>Wipe samples were collected for metal analysis from the former electroplating area located in the northeast corner of building 231 and two firing ranges in the basement Bldg 231. Results indicated that lead exceeded the criteria of 200 micrograms per square foot in the firing ranges and at one sample location above the dropped ceiling in the former electroplating area (PRI, 2001). TTEMI conducted lead decontamination in the firing ranges and above the dropped ceiling in the former electroplating area using D-Lead All Purpose Cleaner and D-Lead Wipe Towels. D-Lead Detection System was utilized to ensure all areas were below the clean-up level of 200 micrograms per square foot. During the lead abatement in the east firing range, damaged transite wall tiles tested positive with 50% Chrysotile asbestos; therefore, asbestos abatement was also conducted to remove the damaged wall tiles (TTEMI, April 2004).</p> <p>Based upon sample results from previous investigations, a Focused Remedial Investigation (FRI, June 2012) was conducted to evaluate the soil, groundwater, and soil gas for volatile organic compounds (VOCs), and VOCs were detected above the Site Screening Levels (SSLs) at Building 231. A removal action was performed from August 2010 to January 2011 utilizing Soil Vapor Extraction (SVE). After completion of SVE activities, 10 soil samples at two depths were taken with 10 samples having TCE concentrations that exceeded the soil to groundwater component SSL of 60 ug/kg (0-3 ft bgs, 7 samples, ranging from 180 – 7990 ug/kg and 3-6 ft bgs, 3 samples, ranging from 122 – 3160 ug/kg). All other VOCs detected in the soil were below their respective SSLs. VOCs have also been detected in groundwater. The last two groundwater sampling events in April and July 2015 have resulted in six sample locations (6.5 – 44.7 ug/L) under Building 231 having TCE concentrations that exceed the SSL of 5 ug/L, and one chloroform sample (0.32 J ug/L) exceeded the SSL of 0.2 ug/L. Therefore, the current groundwater monitoring network has reasonably defined the extent of VOC groundwater contamination. Investigation results also showed that after the SVE removal action, soil gas had been reduced by one order of magnitude in the most contaminated areas. Soil vapor intrusion is not a current concern, as the twelve inch concrete</p>

Building Number and Property Description	FRI Parcel Designation	ECP	Remedial Actions
			<p>building slab serves as an effective protective barrier. Indoor air samples collected for VOCs throughout the building were well below the SSLs.</p> <p>The property was not remediated to levels suitable for unrestricted use. The response action is to reduce, to acceptable levels, the risk associated with identified VOCs (TCE, PCE, cis-1,2-DCE, VC, and chloroform) by reducing pathways for human exposure to contaminants by implementing Land Use Controls (LUCs) and long-term groundwater monitoring.</p> <p>The following activity and use limitations applicable to the site will be implemented through an Environmental Covenant pursuant to the Illinois Uniform Environmental Covenants Act (UECA):</p> <p>a. <u>Residential Use Restriction.</u> The Property may be used only for the development and operation of a port facility for the use and benefit of the public; no residential use shall be permitted. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in kindergarten through grade 12.</p> <p>b. <u>Groundwater Restriction.</u> No access to or use of the ground water underlying the Property may be made for any purpose other than monitoring wells required as part of an Illinois EPA or USEPA approved response activity. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA.</p> <p>c. <u>Intrusive Activities Restriction and Maintenance and Repair of Structural Barrier.</u></p> <p>The soil and soil vapor beneath the concrete slab in the northwest portion of Building 231 on the Property is contaminated as described above. Said concrete slab is hereinafter referred to as "Structural Barrier". The Structural Barrier must remain in place, and the Owner shall inspect, maintain, and repair the Structural Barrier in order to minimize soil vapor inhalation exposure pathways. No excavation, drilling, construction, maintenance, alteration, repair, removal, or other intrusive activities affecting the Structural Barrier on the Property may be undertaken without the prior written approval of the proposed work plan by the Agencies.</p> <p>d. <u>Worker Safety and Notice Requirements.</u> The Owner shall notify all persons performing any</p>

Building Number and Property Description	FRI Parcel Designation	ECP	Remedial Actions
			intrusive activities affecting the Structural Barrier and/or removing any material or modifying any groundcover within the Property (consisting of asphaltic pavement, concrete, and vegetative cover) that the soil and ground water beneath it is or may be contaminated and shall require such persons to don the appropriate personal protective equipment for the contaminants of concern and/or potentially contaminated soil. All such activities, including the handling and/or disposal of any contaminated material, shall be performed in accordance with 40 C.F.R. Part 261 and other applicable laws and regulations in order to reduce the possibility of human contact with contaminated soil and/or ground water. (Land Use Controls Work Plan, 2014).

Environmental Condition of Property (ECP) Categories Defined as:

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred. (including no migration of these substances from adjacent areas)

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been undertaken.

Category 6: Areas where release, disposal, and/or migration of hazardous substances has occurred, but required actions have not yet been implemented.

Category 7: Areas that are not evaluated or require additional evaluation.

ENCLOSURE 4

TABLE 2 – NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Parcel Designation	Name of Hazardous Substance(s) *	Date of Storage, Release, or Disposal	Remedial Actions
Parcel E	<p style="text-align: center;">**VOCs (TCE, PCE, cis-1,2-DCE, VC, and Chloroform) **Lead</p>	<p style="text-align: center;">1950 to 1970</p>	<p>Wipe samples were collected for metal analysis from the former electroplating area located in the northeast corner of building 231 and two firing ranges in the basement Bldg 231. Results indicated that lead exceeded the criteria of 200 micrograms per square foot in the firing ranges and at one sample location above the dropped ceiling in the former electroplating area (PRI, 2001). TTEMI conducted lead decontamination in the firing ranges and above the dropped ceiling in the former electroplating area using D-Lead All Purpose Cleaner and D-Lead Wipe Towels. D-Lead Detection System was utilized to ensure all areas were below the clean-up level of 200 micrograms per square foot. During the lead abatement in the east firing range, damaged transite wall tiles tested positive with 50% Chrysotile asbestos; therefore, asbestos abatement was also conducted to remove the damaged wall tiles (TTEMI, April 2004).</p> <p>Based upon sample results from previous investigations, a Focused Remedial Investigation (FRI, June 2012) was conducted to evaluate the soil, groundwater, and soil gas for volatile organic compounds (VOCs), and VOCs were detected above the Site Screening Levels (SSLs) at Building 231. A removal action was performed from August 2010 to January 2011 utilizing Soil Vapor Extraction (SVE). After completion of SVE activities, 10 soil samples at two depths were taken with 10 samples having TCE concentrations that exceeded the soil to groundwater component SSL of 60 ug/kg (0-3 ft bgs, 7 samples, ranging from 180 – 7990 ug/kg and 3-6 ft bgs, 3 samples, ranging from 122 – 3160 ug/kg). All other VOCs detected in the soil were below their respective SSLs. VOCs have also been detected in groundwater. The last two groundwater sampling events in April and July 2015 have resulted in six sample locations (6.5 – 44.7 ug/L) under Building 231 having TCE concentrations that exceed the SSL of 5 ug/L, and one chloroform sample (0.32 J</p>

		<p>ug/L) exceeded the SSL of 0.2 ug/L. Therefore, the current groundwater monitoring network has reasonably defined the extent of VOC groundwater contamination. Investigation results also showed that after the SVE removal action, soil gas had been reduced by one order of magnitude in the most contaminated areas. Soil vapor intrusion is not a current concern, as the twelve inch concrete building slab serves as an effective protective barrier. Indoor air samples collected for VOCs throughout the building were well below the SSLs. The property was not remediated to levels suitable for unrestricted use. The response action is to reduce, to acceptable levels, the risk associated with identified VOCs (TCE, PCE, cis-1,2-DCE, VC, and chloroform) by reducing pathways for human exposure to contaminants by implementing Land Use Controls (LUCs) and long-term groundwater monitoring.</p> <p>The following activity and use limitations applicable to the site will be implemented through an Environmental Covenant pursuant to the Illinois Uniform Environmental Covenants Act (UECA):</p> <p>a. Residential Use Restriction. The Property may be used only for the development and operation of a port facility for the use and benefit of the public; no residential use shall be permitted. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in kindergarten through grade 12.</p> <p>b. Groundwater Restriction. No access to or use of the ground water underlying the Property may be made for any purpose other than monitoring wells required as part of an Illinois EPA or USEPA approved response activity. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA.</p> <p>c. Intrusive Activities Restriction and Maintenance and Repair of Structural Barrier. The soil and soil vapor beneath the concrete slab in the northwest portion of Building 231 on the Property is contaminated as described above. Said concrete slab is hereinafter referred to as "Structural Barrier". The Structural Barrier must remain in place, and the Owner shall inspect, maintain, and repair the Structural Barrier in order to minimize soil vapor inhalation exposure pathways. No excavation, drilling, construction, maintenance, alteration, repair, removal, or other intrusive activities affecting the Structural Barrier</p>
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		<p>on the Property may be undertaken without the prior written approval of the proposed work plan by the Agencies.</p> <p>d. <u>Worker Safety and Notice Requirements.</u></p> <p>The Owner shall notify all persons performing any intrusive activities affecting the Structural Barrier and/or removing any material or modifying any groundcover within the Property (consisting of asphaltic pavement, concrete, and vegetative cover) that the soil and ground water beneath it is or may be contaminated and shall require such persons to don the appropriate personal protective equipment for the contaminants of concern and/or potentially contaminated soil. All such activities, including the handling and/or disposal of any contaminated material, shall be performed in accordance with 40 C.F.R. Part 261 and other applicable laws and regulations in order to reduce the possibility of human contact with contaminated soil and/or ground water. (Land Use Controls Work Plan, 2014).</p>
<p>* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (whichever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.</p> <p>**Notification with respect to these hazardous substances is provided for information purposes only. It is not required under 40 CFR Part 373 because there is no evidence that the storage, release, or disposal of these hazardous substances was in quantities greater than or equal to 1,000 kilograms or the respective hazardous substance's CERCLA reportable quantity (whichever is greater).</p>		

ENCLOSURE 5

TABLE 3 – NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Bldg. 231	#2 Heating Oil	1953 to 2001	A 300 gallon UST was removed in April 2001. A closure report was submitted to the U.S. Army Aviation and Missile Command in June 2001. As indicated in the report, the Illinois Office of the State Fire Marshall determined that no further action was necessary, as no release had taken place.

ENCLOSURE 6

CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS AND OTHER DEED PROVISIONS

Instruction: The following CERCLA notice, covenant, and access provisions, along with the other provisions, shall be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. PROPERTY COVERED BY NOTICE, DESCRIPTION, ACCESS RIGHTS, AND COVENANTS MADE PURSUANT TO SECTION 120(h)(3)(A) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. Section 9620(h)(3)(A)):

For the property, the Grantor provides the following notice, description, and covenant and retains the following access rights:

Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit _____ [Insert the deed exhibit number for FOST Table 2 – Hazardous Substance Storage, Release and Disposal.], attached hereto and made a part hereof.

Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in Exhibit _____ [Insert the deed exhibit number for FOST Table 2 – Hazardous Substance Storage, Release and Disposal.], attached hereto and made a part hereof.

COVENANT PURSUANT OT SECTION 120(h)(3)(A)(ii) and (B) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that -

(a) All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

(b) Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(iii):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph

shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. “AS IS” CONDITION

The Grantee acknowledges that it has inspected, or has had the opportunity to inspect, the property and accepts the condition and state of repair of the property. The Grantee understands and agrees that the property is conveyed “AS IS” without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the Grantee, and no claim for allowance or deduction upon such grounds shall be considered.

No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the property including, without limitation, any asbestos, lead-based paint, pesticides, or other conditions on the property. Any failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of the property shall not constitute grounds for any claim or demand against the United States.

Nothing in this “As Is” provision shall be construed to modify or negate the Grantor’s obligations under the “Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))” or any other statutory obligations.

3. INDEMNIFY AND HOLD HARMLESS

To the extent authorized by law, the Grantee for itself, its successors and assigns, covenants and agrees to indemnify, save and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions, and restrictions in this deed or established subsequently in an environmental covenant under the Uniform Environmental Covenants Act, 765 ILCS Ch. 122/1 et seq., by the Grantee, its successors or assigns, and (2) any and all claims, damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, pesticides, or other condition on the property after the date of this deed.

The Grantee for itself, its successors and assigns, covenants and agrees that the Grantor shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this deed or established subsequently in an environmental covenant under the Uniform Environmental Covenants Act, 765 ILCS Ch. 122/1 et seq., including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, pesticides, or other condition on any portion of the property.

Nothing in this “Indemnify and Hold Harmless” provision shall be construed to modify or negate the Grantor’s obligations under the “Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of

the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))” or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION AND RELEASE

If a release or threatened release of a hazardous substance is discovered on the property after the date of the conveyance herein, the Grantee, its successors or assigns, shall be responsible for such newly discovered release or threatened release of a hazardous substance unless the Grantee, or its successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to the Grantor’s activities, use, or ownership of the property. If the Grantee, or its successors or assigns believe the newly discovered hazardous substance is due to the Grantor’s activities, use, or ownership of the property, the Grantee, or its successors or assigns shall immediately secure the site and notify the Grantor of the existence of the release or threatened release of the hazardous substance and the Grantee, its successors and assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the Grantor.

Grantee for itself, its successors and assigns, as part of the consideration for the conveyance of the property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the property occurring after the date of this deed where such hazardous substance was placed on the property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors, or any person other than the Grantor after the date of this deed. This “Post-Transfer Discovery of Contamination and Release” provision shall not affect the Grantor’s responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations or the Grantor’s obligations under the “Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)).”

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without including the environmental protection provisions set forth below and shall require the said provisions to be included in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the property or any portion thereof:

A. NOTICE OF THE PRESENCE OF ASBESTOS – WARNING!

The Grantee is warned that the property contains friable and non-friable asbestos or asbestos-containing material (ACM). The property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. Buildings 202 and 203 on the Property have been determined to contain friable asbestos. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the U.S.

Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The Grantee acknowledges that it has been invited, urged and cautioned to inspect the property prior to accepting the conveyance herein. More particularly, the Grantee acknowledges that it has been invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand.

Any description of the property or other information relating to the condition of the property provided by the Grantor to the Grantee is based on the best information available to the Grantor and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for any claim by the Grantee against the Grantor.

The Grantor assumes no liability for damages for personal injury, illness, disability, or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property that is the subject of the conveyance herein, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Grantee covenants and agrees to undertake any and all asbestos abatement or remediation in Buildings 202 and 203 that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to convey the said buildings to the Grantee prior to remediation or abatement of asbestos hazards in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of the said Buildings 202 and 203. The Grantee further covenants and agrees that, in its use and occupancy of the property, it will comply with all Federal, State, and local laws relating to asbestos and to be responsible for any future remediation or abatement of asbestos or ACM, including ACM in or on buried pipelines, found to be necessary under applicable law or regulation.

B. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Grantee is hereby informed and does acknowledge that Buildings 202, 203, 211, 212, 213, 226 and 227 located on the property are known or presumed to contain lead-based paint.

The following records or reports available to the Grantor pertaining to lead-based paint or lead-based paint hazards on the property have been provided to the Grantee:

Final Environmental Baseline Survey, Charles Melvin Price Support Center, Granite City, Illinois, September 2000.

The Grantee hereby affirms receipt of the records or reports identified herein and the lead hazard information pamphlet required under 15 U.S.C. § 2696.

The Grantee hereby acknowledges that it has conducted or has had the opportunity to conduct the risk assessment or inspection required by 24 C.F.R. § 35.90(a) with regard to the property. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the property with regard to lead-based paint and any lead-based paint hazards.

The Grantee covenants and agrees for itself, its successors and assigns that it shall not permit the occupancy or use of any buildings or structures on the property as a residential dwelling, as defined under 24 C.F.R. § 35.86, without complying with all applicable laws and regulations pertaining to lead-based paint and lead-based paint hazards. Prior to permitting the occupancy of any building or structure on the property where its use subsequent to the conveyance herein is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Grantor's abatement responsibilities under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), as amended.

C. PESTICIDE NOTICE AND COVENANT

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Grantee hereby covenants and agrees for itself, its successors and assigns that if the Grantee or its successors or assigns take any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to any such pesticide, the Grantee, its successors and assigns assume all responsibility and liability therefor.

D. ACTIVITY AND LAND USE RESTRICTIONS

The United States Department of the Army has undertaken careful environmental study of the Property, and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the Property, that would violate the activity and land use restrictions contained herein.

(1) **Residential Use Restriction.** The Property may be used only for the development and operation of a port facility for the use and benefit of the public; no residential use shall be permitted. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in kindergarten through grade 12.

(2) **Groundwater Restriction.** No access to or use of the ground water underlying the Property may be made for any purpose other than monitoring wells required as part of an Illinois EPA or USEPA approved response activity. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA.

(3) **Intrusive Activities Restriction and Maintenance and Repair of Structural Barrier.** The soil and soil vapor beneath the concrete slab in the northwest portion of Building 231 on the Property is contaminated as described in paragraph 6.b., above. Said concrete slab is hereinafter referred to as "Structural Barrier". The Structural Barrier must remain in place, and the Owner shall inspect, maintain, and repair the Structural Barrier in order to minimize soil vapor inhalation exposure pathways. No excavation, drilling, construction, maintenance, alteration, repair, removal, or other intrusive activities affecting the Structural Barrier on the Property may be undertaken without the prior written approval of the proposed work plan by the Agencies.

(4) **Worker Safety and Notice Requirements.** The Owner shall notify all persons performing any intrusive activities affecting the Structural Barrier and/or removing any material or modifying any groundcover within the Property (consisting of asphaltic pavement, concrete, and vegetative cover) that the soil and ground water beneath it is or may be contaminated and shall require such persons to don the appropriate personal protective equipment for the contaminants of concern and/or potentially contaminated soil. All such activities, including the handling and/or disposal of any contaminated material, shall be performed in accordance with 40 C.F.R. Part 261 and other applicable laws and regulations in order to reduce the possibility of human contact with contaminated soil and/or ground water.